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February 03, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 February 3, 2015

PATRICK O'DAWA
ACTING EXECUTIVE OFFICER

**APPROVAL TO AMEND A BUSINESS ASSOCIATE AGREEMENT WITH CARDEA SERVICES TO
EXTEND THE TERM EFFECTIVE MARCH 1, 2015 THROUGH AUGUST 31, 2015
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to amend Agreement Number PH-002567 with Cardea Services to extend the term to continue to provide technical assistance to the Department of Public Health related to billing for Sexually Transmitted Disease services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute an amendment to Agreement Number PH-002567 with Cardea Services (Cardea), substantially similar to Exhibit I, to extend the term to allow additional time to assess and evaluate a billing process for DPH-provided Sexually Transmitted Disease (STD) services, effective March 1, 2015 through August 31, 2015, at no net County cost.
2. Delegate authority to the Interim Director of DPH, or her designee, to accept and execute amendments to the business associate agreement (BAA) that reflect non-material and/or ministerial revisions to the BAA's terms and conditions; extend the term of the BAA through February 28, 2016; and revise the scope of work, as grant resources allow, at no net County cost, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to extend the term of the BAA with Cardea to continue to provide consultative services to assess and recommend what is needed to create a sustainable and functional billing process for STD services. With health care reform, the ability to provide safety net services for STD treatment and other public health preventive services such as tuberculosis treatment and immunization services continues to be an important public health issue across the nation. Local health departments are moving to bill for services, where feasible, and to assure timely treatment for those populations that either are not covered under health care reform or cannot readily access appropriate treatment that will prevent further transmission of disease. At this time, DPH, like many local health departments in California, does not have access to billing systems for the Department's clinical services that can maximize untapped revenue sources in the post-health care reform environment.

To facilitate capturing such revenue, on November 12, 2013, your Board authorized execution of a BAA with Cardea to provide training and technical assistance regarding patient medical billing. Cardea is an organization that specializes in providing training, organizational development, research services, and building support and systems for patient medical billing and had been awarded a grant from the Centers for Disease Control and Prevention (CDC) to assist local health departments with the proper tools/assessment to bill for STD related services.

Under the BAA, Cardea has provided technical assistance and training with billing and revenue cycle management to look at specific strategies for implementation and improvement of third-party billing of STD patient services. Cardea conducted site visits at DPH's public health clinics to assess clinic flow and processes to tailor training and technical assistance based on the site review. Cardea also conducted a three-part billing and coding webinar series which included, but was not limited, to an overview of revenue cycle management; introduction to a quality assurance and quality improvement (QA/QI) framework for billing, strategies for adapting clinic flow, and strategies for collecting payments; and provision of resources and tools for integrating QA/QI to support correct and complete documentation and increased reimbursement, with a particular focus on components of a client visit. A six-month no-cost extension of the BAA through February 28, 2015 has allowed Cardea to: 1) assess DPH's current billing processes and identify needs and desired outcomes of billing for STD patient services; 2) provide technical assistance to assess and evaluate a billing plan; and 3) train staff regarding billing for STD patient services.

This recommended extension will allow Cardea to: 1) complete staff training that covers topics such as documentation, coding, the QA/QI approach, and the importance of billing for sustainable public health services and includes review of case studies; 2) provide resources for Electronic Health Records/Electronic Medical Records; 3) provide general support with billing questions; and 4) provide access to national resources and a network of health departments and clinics, as a reference source for billing.

Approval of Recommendation 2 will allow DPH to execute amendments to the BAA that reflect non-material and/or ministerial revisions to the BAA's terms and conditions; extend the term; and make adjustments to the scope of work, as grant resources allow.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no cost associated with this action. Cardea has received funding from the Centers for Disease Control and Prevention (CDC) Division of STD Prevention to provide technical assistance related to local health departments billing for STD services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 5, 2014, Cardea received a Notice of Award from the CDC authorizing its Region IX STD-related Reproductive Health Prevention Training and Technical Assistance Center to continue to provide services to DPH through August 31, 2015.

Exhibit I is the BAA amendment approved by County Counsel.

CONTRACTING PROCESS

On November 12, 2013, your Board authorized the execution of the BAA with Cardea, effective upon execution through August 30, 2014.

On August 28, 2014, DPH exercised authority delegated by your Board to execute an amendment to the BAA with Cardea to extend the term for six-months through February 28, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

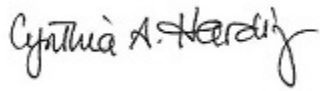
Approval of the recommended actions will allow DPH to continue to work toward developing the capability to bill third party payers for STD services and provide the foundation for a broader capability to generate revenue for services that are currently unreimbursed.

The Honorable Board of Supervisors

2/3/2015

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Respectfully submitted,

A handwritten signature in cursive script that reads "Cynthia A. Harding".

Cynthia A. Harding, M.P.H.

Interim Director

CAH:eav

BL#03142

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

AGREEMENT NO. PH-002567

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day of

_____, 2015,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

Cardea Services
(hereafter "Contractor").

"County" is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

"Contractor" performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective March 1, 2015.
2. Paragraph 18, TERM, shall be amended to read as follows:

18. TERM

- 18.1 The term of this Business Associate Agreement shall be effective November 27, 2013 through August 31, 2015. Either party may terminate this Agreement at any time with or without cause by giving at least ten (10) calendar days advance written notice to the other party.
 - 18.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 4.1, 4.2, 5.1, 5.2, 6.1, 9.1, 10.1, 11.1, 11.2, and 20.1 to 20.4 shall survive the termination or expiration of this Business Associate Agreement.
3. Except for the changes set forth herein above, this Business Associate Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the undersigned hereby represent and acknowledge that they are duly authorized to execute this Amendment on behalf of the entity for which they sign and are in agreement with all terms and conditions. Hereby, this Amendment is being executed by the following parties:

COUNTY OF LOS ANGELES

By:_____

Date:_____

Cynthia A. Harding, M.P.H.
Interim Director

CARDEA SERVICES

By:_____

Date: _____

April Pace
President/CEO